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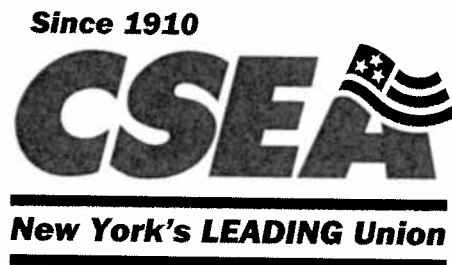
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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**SOUTH COLONIE CENTRAL
SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



South Colonie CSD Unit
Albany County Local 801

July 1, 2008 - June 30, 2013

TABLE OF CONTENTS

	ARTICLE	PAGE
	DEFINITIONS.....	3
	PREAMBLE.....	3-4
I	RECOGNITION.....	4
II	COLLECTIVE BARGAINING UNIT.....	5
III	RIGHTS OF EMPLOYEES.....	5
IV	UNION SECURITY & DUES CHECKOFF.....	5-6
V	UNCHALLENGED REPRESENTATION.....	6
VI	SAVING CLAUSE.....	6
VII	PROVISIONS OF TAYLOR LAW.....	6-7
VIII	CSEA BUSINESS.....	7
IX	LABOR-MANAGEMENT COMMITTEE.....	8
X	MUTUAL UNDERSTANDING.....	8-9
XI	NO DISCRIMINATION.....	9
XII	BULLETIN BOARDS.....	9
XIII	GRIEVANCE COMMITTEE.....	10
XIV	GRIEVANCE PROCEDURE.....	10-13
XV	DISCIPLINE.....	13-14
XVI	JOB SECURITY AND TENURE.....	14-15
XVII	SENIORITY.....	15-17
XVIII	VACANCIES AND NEW JOB OPENINGS.....	17-18
XIX	TEMPORARY JOBS AND TRANSFERS.....	19
XX	PERSONNEL FILES.....	19
XXI	SAFETY AND HEALTH.....	19-20
XXII	WAGES.....	20-22
XXIII	LONGEVITY PAY.....	22-23
XXIV	HOURS OF WORK.....	23-31
XXV	OVERTIME.....	31-32
XXVI	HOLIDAYS.....	33
XXVII	VACATIONS.....	34-35
XXVIII	ABSENCES AND LEAVES.....	35-40
XXIX	PART-TIME EMPLOYEES.....	41-42
XXX	INSURANCE AND ANNUITIES.....	43-45
XXXI	RETIREMENT AND DEATH BENEFIT.....	46
XXXII	IN-SERVICE STIPENDS.....	46
XXXIII	DIRECT DEPOSIT.....	47
XXXIV	IRS 125 PLAN.....	47
XXXV	DURATION.....	48
	APPENDIX A / GRIEVANCE FORM.....	49
	SALARY SCHEDULE HEADINGS.....	50
	APPENDIX B / SALARY SCHEDULE 2008-2009.....	51
	APPENDIX C / SALARY SCHEDULE 2009-2010.....	52
	APPENDIX D / SALARY SCHEDULE 2010-2011.....	53
	APPENDIX E / SALARY SCHEDULE 2011-2012.....	54
	APPENDIX F / SALARY SCHEDULE 2012-2013.....	55
	APPENDIX G/ BUS DRIVER MOA.....	56

DEFINITIONS

Superintendent - The Superintendent of South Colonie Central School District.

Assistant Superintendent - The Assistant Superintendent, Management Services, South Colonie Central School District.

CSEA - Civil Service Employees Association, AFSCME Local 1000, AFL-CIO for the South Colonie Central School Unit of the Albany County Local #801.

Service Negotiating Unit - Those positions of employment listed in Article 22.

Rate of Compensation - The amount of remuneration set forth in this Agreement for payment of an employee based on an hour, a week, a month or a year.

Supervisors - As used in this Agreement are individuals designated by the Board as supervisors and are outside of this bargaining unit.

AGREEMENT BETWEEN

**SOUTH COLONIE CENTRAL SCHOOL DISTRICT
(hereinafter referred to as the "Superintendent")**

and the

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
FOR THE SOUTH COLONIE SCHOOL UNIT OF
THE ALBANY COUNTY LOCAL #801**

PREAMBLE

In order to effectuate the provisions of Article 14 of the Civil Service Law of the State of New York and to encourage and increase effective and harmonious working relationships between the South Colonie Central School District and the non-instructional employees of the South Colonie Unit of the Civil Service Employees Association, this agreement is made and entered into on this 17th day of June 2008 by and between CSEA and the School District.

Witnessed:

Whereas the non-instructional personnel of the South Colonie Central School District are an important support to the educational program; and

Whereas they believe in the importance of schools as an agency for the preservation and extension of our democracy; and

Whereas to obtain this goal it is important that there be understanding and cooperation between the non-instructional staff and the Superintendent who is responsible for the operation of our school system; and,

Whereas the South Colonie School Unit of the Civil Service Employees Association, Inc., is the exclusive collective bargaining agent for all the non-instructional employees in the "Service Negotiating Unit" for the purpose of dealing with the Superintendent.

Therefore, Be it resolved that:

**ARTICLE I
RECOGNITION**

A. The Board of Education of South Colonie Central School District recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the South Colonie School Unit of the Albany County Local #801 as the exclusive negotiating representative for the "Service Negotiating Unit", which is defined as all non-teaching employees except seasonal employees, aides (cafeteria, playground, study hall, school), all district office personnel except the custodian, and all supervisory personnel. Both parties agree that exclusive representation privileges carries with it concomitant responsibilities in seeing that each employee discharge his/her duties in a responsible and ethical manner.

B. The CSEA affirms that it shall not cause, instigate, encourage or condone a strike, work stoppage, walkout or job slowdown.

C. The South Colonie Central School District will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of members of the Service Negotiating Unit during the time that CSEA is the recognized bargaining agent.

ARTICLE II COLLECTIVE BARGAINING UNIT

It is mutually agreed that for the purposes of this agreement, the term "employee" and "employees" shall mean all the non-instructional employees of the South Colonie School District.

Exceptions to this unit are:

Supervisor employees
Seasonal employees
Aides (cafeteria, playground, study hall, school)
District Office personnel except custodian

ARTICLE III RIGHTS OF EMPLOYEES

A. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Superintendent.

B. Employees may join and take an active role in the activities of the CSEA without fear of any kind of reprisals from the Superintendent or his/her agents.

ARTICLE IV UNION SECURITY AND DUES CHECKOFF

A. CSEA shall have exclusive payroll deduction of membership dues, CSEA Insurances, and PEOPLE deductions, for members of CSEA authorizing such deductions in writing. No other employee organization shall be accorded any such payroll deduction privileges throughout the unchallenged representation period.

B. The District shall deduct biweekly (on a ten (10) or twelve (12) months basis) from the wages of each member employee and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210, membership dues, PEOPLE Deductions, CSEA Pearl, Carroll & Associates Sponsored Insurance Programs when authorized by said CSEA member. Checks representing the above should be payable to the CSEA, Inc. or Pearl, Carroll & Associates, as applicable.

ARTICLE IV / UNION SECURITY AND DUES CHECKOFF (CONTINUED)

C. Bargaining Unit Members, the Local CSEA Unit, its affiliates and all other parties, hereby waive all rights and claims for the monies being deducted and transmitted in accordance with this Article, and relieves the District, the Board, and all District employees from any liability thereof.

ARTICLE V UNCHALLENGED REPRESENTATION

An employee organization certified or recognized pursuant to this article shall be entitled to unchallenged representation status until seven months prior to the expiration of a written agreement between the public employer and said employee organization determining terms and conditions of employment. For the purposes of the subdivision (a) any such agreement for a term covering other than the fiscal year of the public employer shall be deemed to expire with the fiscal year ending immediately prior to the termination date of such agreement, (b) any such agreement having a term in excess of three years shall be treated as an agreement for a term of three years and (c) extensions of any such agreement shall not extend the period of unchallenged representation status.

ARTICLE VI SAVING CLAUSE

If any provision of this Agreement, or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE VII PROVISIONS OF TAYLOR LAW

A. The following provisions of the Taylor Law are mandatory in all Agreements negotiated after April 1, 1969:

"S204-a. Agreements between public employers and employee organizations: 1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement.

ARTICLE VII / PROVISION OF TAYLOR LAW (CONTINUED)

"IT AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notices in the document accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

C. Within 60 days after the effective date of this act a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall upon such employment be furnished with a copy of the provisions of this section.

ARTICLE VIII CSEA BUSINESS

A. The Superintendent shall grant to CSEA a total of five (5) work days off per year to attend conferences, delegate meetings, educational workshops and other official functions of the Unit or Albany County Local or Statewide or National Function of the Civil Service Employees Association, Inc. This is open only to CSEA Unit Officers, representatives and/or delegates.

A request for these days off must be submitted to the Assistant Superintendent in written form normally at least ten (10) days prior to the time of use.

B. The Assistant Superintendent may grant to secretarial staff six (6) work days per year for approved secretarial conferences.

A request for these days must be submitted to the Assistant Superintendent in written form normally at least ten (10) days prior to the time of use.

ARTICLE IX LABOR-MANAGEMENT COMMITTEE

The parties, in order to encourage cooperation between their respective representative and among all employees for a fuller understanding of their rights and responsibilities, agree that the Superintendent and CSEA will each designate not more than six (6) representatives (one from each of the internal units, transportation, cafeteria, maintenance, custodial, clerical, nurses) who shall confer at mutually convenient times during the term of this agreement at least once each year, but not more frequently than once each month.

These conferences shall not be scheduled during the regular work hours of the CSEA representatives. These conferences shall be held to discuss the administration of this Agreement and to foster a greater understanding between the Superintendent and the employees covered under this Agreement. Such conferences shall not involve any collective bargaining negotiations, nor shall the representatives of the parties modify this Agreement or detract from any of its provisions.

The Labor-Management Committee shall discuss and consider revisions of Article XVIII-C.

ARTICLE X MUTUAL UNDERSTANDING

A. It is mutually understood that an exchange of information pertinent to collective bargaining or the conducting of business between the parties will be forthcoming from either party.

B. CSEA will be permitted to use without charge the buildings and facilities of the District for CSEA meetings provided that such meetings are held when custodians are on regular duty. Should CSEA desire to use any school building during hours when custodians are not normally on duty, CSEA agrees to pay for the necessary custodial service. The regular building use form must be completed and approved.

C. 1. The schedule of paydays shall be posted annually on a bulletin board as provided in Article XII of this Agreement.

2. The school year calendar shall be posted annually on a bulletin board as provided in Article XII of this Agreement.

ARTICLE X / MUTUAL UNDERSTANDING (CONTINUED)

3. Each employee at the time of his/her initial employment shall receive a copy of his/her job classification and description as approved by Civil Service.

4. A booklet of this Agreement shall be furnished to all employees of the CSEA Bargaining Unit. The cost of producing the booklet shall be shared equally between the Board of Education and the CSEA Bargaining Unit. Distribution shall be by CSEA.

ARTICLE XI NO DISCRIMINATION

ARTICLE 15, Section 296 of the HUMAN RIGHTS LAW states:

"296. Unlawful discriminatory practices. 1. It shall be an unlawful discriminatory practice:

(a) For an employer, because of the age, race, creed, color, national origin or sex of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

(c) For a labor organization, because of the age, race, creed, color, national origin or sex of any individual to exclude or to expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer".

ARTICLE XII BULLETIN BOARDS

A. The Superintendent shall make a bulletin board available at each building where employees as defined under Article I are employed; a portion of which shall be for the exclusive use of CSEA.

B. No employee organization shall be afforded bulletin board space for the purpose of competing for membership with the employees of the CSEA Bargaining Unit.

ARTICLE XIII GRIEVANCE COMMITTEE

A. The Superintendent recognizes the Chairperson of the CSEA Unit Grievance Committee as the person to whom all communications with the Committee shall be sent and as the official spokesman for the Committee.

B. When a grievance is heard, a maximum of three members of the CSEA Unit Grievance Committee, as designated by the Committee Chairperson, plus the CSEA Staff Representative, will represent the CSEA Unit. The conduct of the grievance procedure shall be held during the regular work day for 1st and 2nd shifts and at a time mutually agreed upon for the 3rd shift.

C. It is understood that the minutes of the meetings, which may be required under the provisions of this Article, shall be recognized for official purposes provided:

1. They are mutually agreed upon by CSEA and the Superintendent or his/her representatives.
2. They are distributed promptly to CSEA and the Superintendent or his/her representatives.
3. Both CSEA and the Superintendent may submit corrections to the typed record.

ARTICLE XIV GRIEVANCE PROCEDURE

A. Definition of Grievance

1. A grievance is a claimed violation, misinterpretation or inequitable application of the terms of this Agreement, of Board Policy, of Administrative Regulations, or of bulletins issued by the Superintendent, Assistant Superintendent, or Administrative Assistant.

2. Grievance shall not include any matter pertaining to retirement benefits, disciplinary proceeding, or any other matter which is otherwise reviewable pursuant to law or rules and regulations having the force or effect of law.

ARTICLE XIV / GRIEVANCE PROCEDURE (CONTINUED)

B. Right of Grievant

It is clearly understood that employees of the CSEA Bargaining Unit shall not be disciplined and/or discriminated against for presenting their grievances.

C. Procedure

The CSEA and the Superintendent agree that an earnest effort shall be made to settle grievances as soon as possible in the following manner:

Department Level: Before filing a grievance, the employee and/or CSEA Unit Grievance Committee person or Representative shall first discuss any complaint with the Supervisor of the department involved. Complaints which are not settled become grievances and must be referred to the first step of the grievance procedure.

First Step: Between the aggrieved and/or members of the CSEA Unit Grievance Committee (not to exceed three) and the Supervisor of the department involved.

Second Step: Between the CSEA Unit President, the Chairperson of the CSEA Unit Grievance Committee, the grievant, the CSEA staff representative, and the duly designated representatives (not to exceed four) of the Superintendent. This shall be the final step in the grievance procedure except in a complaint by the CSEA of an alleged violation of the terms and conditions of this Agreement.

Third Step: A dispute may be referred to an impartial arbitrator if it involves the interpretation or application of an alleged violation of the terms and conditions of this Agreement. The impartial arbitrator shall be selected through the medium of rules of the Public Employment Relations Board. A decision reached by an arbitrator shall be binding upon both parties to the Agreement.

The fees and expenses of the arbitrator shall be paid equally by the Board of Education and CSEA.

D. Processing of Grievances and Time Limits

Grievance must be filed promptly after the occurrence of the event on which the grievance is based and in no event later than twenty (20) working days after the aggrieved employee has knowledge of such event. If a grievance is not filed within the time limit, it will be deemed to have been abandoned by the employee and CSEA, and will be considered settled.

ARTICLE XIV / GRIEVANCE PROCEDURE (CONTINUED)

In First Step:

Grievances shall be presented in Step I on the mutually agreed upon grievance forms furnished by CSEA, duly dated and signed by the grievant and shall be filed by the delivery of the grievance forms to the Supervisor of the department involved and by delivery of a copy to the Superintendent or his designated representative, who will give a receipt for the grievance received. The Supervisor must give his/her answer by writing on the original grievance forms presented, or attached to said forms, duly dating and signing it, and returning it to the CSEA Unit Grievance Committee Chairperson not later than ten (10) working days after the date of delivery to the Supervisor.

In Second Step:

Within ten (10) working days of receipt of the Supervisor's decision of Step I, the CSEA Unit Grievance Chairperson and the grievant may file an appeal from the decision at Step I with the Superintendent or his/her designee. The CSEA and Superintendent or his/her designee shall meet to discuss the grievance appeal within ten (10) working days after notification. The Superintendent or his/her designee must give his/her answer, in writing, and send it to the CSEA Unit Grievance Committee Chairperson and grievant no later than ten (10) working days after the date of hearing the appeal.

In Third Step:

A grievance may be appealed to arbitration in the Third Step by written notice sent by CSEA to the Clerk of the Board of Education by registered mail, return receipt requested, within thirty (30) days after the date of the Superintendent's or his/her designee's answer in the Second Step.

E. General Provisions

1. The time limits applicable in Steps 2 and 3 may be extended by mutual written agreement between the Superintendent and CSEA.
2. If any scheduled Second Step grievance meeting is suspended or postponed by mutual written agreement, the time limits of the Superintendent and CSEA applicable to grievances affected by such action shall be deemed to be extended correspondingly.

ARTICLE XIV / GRIEVANCE PROCEDURE (CONTINUED)

3. The time limits in Steps 1 and 2 shall mean working days, excluding holidays, Saturdays, Sundays, or close down periods and the day grievance was filed.
4. If a grievance in the First Step and Second Step is not answered by the Supervisor or Superintendent's designee within the specified time limits, the CSEA Unit Grievance Chairperson in the First and Second Step shall have the right to proceed to the next step in the procedure as indicated in "C" above.
5. Where a settlement of a grievance involves payment to the employee, said payment shall be made promptly and notice of such payment shall be promptly given to the grievance chairperson and sent to the CSEA staff representative. The Superintendent or designee shall notify the herein mentioned parties of any grievance pay adjustments.
6. The disposition of the grievance under Second Step shall include the following:
 - a. Date and place of meeting
 - b. Name and title of those present
 - c. Suitable identifying number for each grievance
 - d. Description of each grievance discussed and decisions reached
 - e. Brief statement as to whether decision was accepted or rejected

Copies of this disposition shall be given to the Grievance Chairperson, grievant and to the CSEA Staff Representative.

ARTICLE XV DISCIPLINE

- A. Discipline is defined as occurring when a supervisor calls an employee in to warn him/her of the possibility of dismissal as the result of continued, unsatisfactory work or actions.
- B. Any employee of the CSEA Unit called in for discipline shall have the right to be accompanied by either the CSEA Unit Grievance Committee Chairperson and/or the CSEA Unit President.

ARTICLE XV / DISCIPLINE (CONTINUED)

C. Any recommendation by a supervisor that an employee be suspended or discharged, must be made to the Assistant Superintendent or his/her designated representative. The Assistant Superintendent or his/her designated representative may make an immediate suspension, pending a hearing, if he/she feels the circumstances warrant such action.

1. An informal discussion will be held between the school administration and CSEA representative prior to the official filing of charges in a concerted effort to settle the issue.

2. The Assistant Superintendent or his/her designated representative shall file charges against the suspended employee within five (5) working days of receipt of the suspension or discharge recommendations. The employee and the CSEA Unit President, CSEA Grievance Chairperson, and CSEA Staff Representative will be notified at once. A hearing will be held not less than eight (8) nor more than fifteen (15) days from the filing of charges.

3. The hearing will be conducted under Section 75 of Article 5 of the Civil Service Law.

D. In the event that the hearing decision is in the employee's favor, the employee shall be reinstated and paid for all wages and benefits lost.

E. It is further agreed between the CSEA and the Superintendent that new employees who have not served their probationary period shall not be considered as coming within the provisions and terms of this Article.

ARTICLE XVI JOB SECURITY AND TENURE

A. The probationary period for all employees in the noncompetitive class and labor class shall be twenty-six (26) calendar weeks.

The probationary period for all employees in the competitive class shall be twenty-six (26) weeks from the date of permanent appointment.

ARTICLE XVI / JOB SECURITY AND TENURE (CONTINUED)

B. In the event of a layoff, full time employees will be laid off and recalled within job title in order of seniority. Seniority or continuous service shall be defined as the amount of total time served by an individual from date of appointment on a permanent basis in the classified service up to the time of abolition or reduction of the position. A full-time employee who has resigned and returns within one (1) year thereafter shall be deemed to have continuous service. An employee on an approved leave of absence or on layoff status shall also be deemed to have continuous service.

For Labor and Non Competitive positions it is recognized, however, that circumstances may arise necessitating a deviation from strict seniority order. In such instances the parties shall jointly confer (the Assistant Superintendent and the CSEA staff representative responsible for servicing the Unit) concerning deviations, and upon mutual agreement produce said agreement in writing.

ARTICLE XVII SENIORITY

Seniority for all employees will be determined under the regulations adopted by the Albany County Civil Service Commission.

A. In all cases of promotions, demotions, transfers, increase or decrease of the work force, layoff or recall, length of service will be one of the most determining factors. Seniority shall be utilized as per Article XVI B of the contract.

B. For the purpose of exercising seniority within the District for bidding on bus runs seniority shall be utilized as follows:

1. Seniority for employees hired prior to July 1, 1972 shall be determined from the date of continuous full time employment with the District.
2. Employees hired thereafter shall have seniority only from the date they are employed in a particular job title and only in that job title.
3. Employees transferring to a new job title shall have seniority only from the date in which they are employed in the new job title except as may be contrary to Civil Service Law or other State Law or Regulations having the effect of law. Such determination shall be in accordance with the following provisions:

ARTICLE XVII / SENIORITY (CONTINUED)

a. There shall be no deduction for any time lost which does not constitute a break in continuous service.

b. Continuous service shall be broken:

(1) by quit or discharge;

(2) by exceeding the period of an authorized leave of absence; and,

(3) by failing to return to work from layoff within one pay period (10 working days) after written notice of recall, to be sent registered mail, with return receipt requested, to the last address appearing on the employee's and/or District's records.

C. Probationary Employees

Permanent appointment employees will be regarded as probationary employees as defined in Article XVI. Seniority will begin as stipulated in the regulations of the Albany County Civil Service Commission. Probationary and provisional employees shall be covered by the provisions of this Agreement, but may be laid off or discharged as exclusively determined by the Board.

D. Seniority Lists

Seniority lists shall be posted on CSEA bulletin boards and made current upon the signing of this Agreement and made current by October first of each year. Employees appointed in positions other than competitive with the same effective date of hire shall draw lots for placement on the seniority list.

Employees in competitive positions with the same effective date of hire will be placed on the seniority list according to the mark received on the civil service examination unless the mark is identical in which case lots will be drawn.

E. Leaves of Absence

1. All requested leaves for special circumstances for a limited time must be requested in writing. The Assistant Superintendent, at his/her discretion, will recommend the granting of the leave to the Board of Education for its consideration. A copy of all requests with their disposition will be given to CSEA.

ARTICLE XVII / SENIORITY (CONTINUED)

2. Employees returning from such leave of absence if medically fit, shall be reinstated to their same position or similar position in their classification, if available, from which the leave of absence was taken, unless there has been a reduction in force or abolition of positions in said classification. In this event the employee will be allowed to return to the same classification only if his/her seniority allows displacement of a less senior employee working within the same job classification.

For such employees seniority would cease to accumulate at the end of one year from the date the leave was granted.

F. Layoff and Recall Notice

Where employees are laid off or recalled, the Board of Education shall give CSEA a notice of its action and the names of the employees involved not less than three (3) working days before the action becomes operative.

In a reduction of work force (layoff) the Board of Education shall give employees so affected based on seniority within classification one pay period (10 working days) notice of such layoff. The seniority of employees on layoff will be cumulative only for a period not to exceed four (4) years.

ARTICLE XVIII VACANCIES AND NEW JOB OPENINGS

A. The Board of Education is the sole determiner of the number and types of non-teaching positions as well as the qualifications for non-teaching positions.

B. The Board of Education has the exclusive determination as to whether a vacancy shall be filled or not filled.

C. A vacancy which classifies as permanent and which cannot be filled under layoff and recall procedures shall first be open to applicants from within the school district.

1. Such vacancies or new job openings shall be posted on all CSEA bulletin boards for a period of five (5) days and shall include the Civil Service job description if one exists.

Vacancy notices posted during the summer months shall be posted for a period of ten (10) days.

ARTICLE XVIII / VACANCIES AND NEW JOB OPENINGS (CONTINUED)

2. Those interested will make their intentions known by applying for the job within the five (5) working day period.

3. Determination will be made as to whether any of the applicants from within the District should be selected for the opening.

(a) If in the judgment of the Board of Education one of these applicants is qualified for the position, the appointment will be made at the next available Board of Education meeting.

(b) If the Board of Education determines not to appoint from within the system, the position will be advertised outside.

(c) Length of service (seniority) and the ability to perform the work shall be among the factors that shall govern.

4. If an applicant from within the District other than a bus driver who has the same classification is appointed to the position, the opening created by such appointment will not be subject to this section.

D. An employee selected by the District to move to a higher job title in the District shall be placed on a step that is at least equal in increase to the difference in the Step 1 amounts of the two positions involved. If such computation falls in between Steps, the employee shall be placed on the higher step.

E. Should an employee who has been promoted to a higher job title, fail to qualify within 60 days, and who still qualifies for their former job title, shall be returned to his/her former job title at the employee's former rate of pay without loss of benefits or rights.

F. The Superintendent and CSEA agree that all non-teaching job titles shall be in the Service Negotiating Unit, except those excluded under Article II of the Agreement between the Superintendent and the CSEA and those excluded under the Taylor Law.

G. The District shall provide the CSEA Unit President with copies of all job vacancy notices.

**ARTICLE XIX
TEMPORARY JOBS AND TRANSFERS**

A. Vacancies resulting from illness, quarantine, leaves, vacations and jury duty may be filled on a temporary basis. A temporary job or transfer is where an employee assumes the total responsibilities of the absent employee.

B. The employee assigned to such job by the Supervisor shall be placed within the range of said absent employee equal to his relative position within his current range, but in no case shall the employee receive a rate of pay less than he/she receives in regular classification.

C. Where an employee is transferred from one job to another to insure orderly operation (not to exceed five (5) working days) such employee shall **not** be treated as provided in Section B of this Article. Such transfers are not to be used repetitively.

D. A South Colonie Central School District employee who is transferred into the CSEA bargaining unit shall have any accrued leave benefits pro-rated based upon the hours they work within the CSEA unit.

**ARTICLE XX
PERSONNEL FILES**

Upon written request of the employee, employees will receive copies of all material placed in their personnel file with the exception of confidential recommendations from other than school district personnel. Any employee shall have the right, upon reasonable notice, to review his/her personnel file except as noted above in the presence of an appropriate official and to answer anything deemed to be unjust.

**ARTICLE XXI
SAFETY AND HEALTH**

The Labor-Management Committee as defined in Article IX shall also function as a Safety and Health Committee.

ARTICLE XXI / SAFETY AND HEALTH (CONTINUED)

The function of this Committee shall be to advise the employer of matters concerning health and safety, but **not** to handle grievances or any other matters pertinent to conditions of employment, except those as defined herein. The Committee shall consider existing practices, equipment and rules related to safety and health, formulate suggested changes and recommend adoption of any practices, equipment and rules.

All herein defined suggestions and rules which are recommended shall be submitted to the Assistant Superintendent for his/her consideration and for any such action as he/she may deem necessary.

It shall be the responsibility of the Committee to encourage suggestions and to inform the Assistant Superintendent concerning health and safety measures.

ARTICLE XXII WAGES

A. Salary computations for all full time non-teaching employees shall be based upon the step schedules listed in Appendices B through F.

B. The District may hire employees above Step 1 based on the employees experience; i.e., one step for each year of prior experience up to a maximum placement of Step 2.

Full-time District employees who have left the CSEA bargaining unit may return to the bargaining unit at the same salary step they were on when they left the unit if they return to duty within one (1) calendar year of separation from service. Any District employee who returned to the bargaining unit effective July 1, 2002 or thereafter will be eligible to return to the step they had when they left the bargaining unit.

C. The following hourly rates are hereby set for the employees so designated:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Auto Mechanic	\$ 12.67	\$ 13.08	\$ 13.54	\$ 14.05	\$ 14.48
Typist	11.10	11.46	11.86	12.30	12.76
Custodial Worker	14.03	14.49	15.00	15.56	16.14
Bus Driver	15.25	15.75	16.30	16.91	17.54
School Nurse	18.00	19.00	20.00	21.00	22.00
Caf. Truck Driver	14.56	15.03	15.56	16.14	16.75
Laborer	12.67	13.08	13.54	14.05	14.58

ARTICLE XXII / WAGES (CONTINUED)

D. The Master Maintenance Mechanic and the Master Automotive Mechanic shall receive an annual stipend added to their base salary. No employee can receive a stipend for both positions. The stipend will be as follows:

2008-09	\$1,300	2010-11	\$1,500
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E. The District Nurse, as designated by the approved Civil Service description, shall have a stipend added to the base salary as follows:

2008-09	\$1,800	2010-11	\$1,900	2012-13	\$2,000
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F. Custodial Working Forepersons, as designated by the Board of Education, shall receive the following annual stipends:

	2008-09	2009-10	2010-11	2011-12	2012-13
Lisha Kill MS	\$ 950	\$ 950	\$ 1,050	\$ 1,050	\$ 1,150
Colonie CHS (pm)	1,510	1,510	1,610	1,610	1,710
Sand Creek MS	1,225	1,225	1,325	1,325	1,425
MUG*	1,410	1,410	1,410	1,410	1,410

*MUG Stipend to be eliminated upon current employee vacating the position.

G. Warehouse Custodian at Veeder School and Elementary Custodians (days) shall have a stipend added to the base salary as follows:

2008-09	2010-11	2012-13
\$950	\$1,050	\$1,150

H. The Maintenance Foreperson and Bus Mechanic Foreperson shall receive an annual stipend as follows:

2008-09	2010-11	2012-13
\$1,800	\$1,900	\$2,000

I. The Assistant Head Cook shall receive an annual stipend as follows:

2008-13
\$800

ARTICLE XXII / WAGES (CONTINUED)

J. Head Cooks shall receive an annual stipend, to compensate for increased managerial duties and any after-hours communications between the Food Service Director and the Head Cook, as follows:

	2008-13
Forest Park	\$1,900
Colonie HS	1,800
Sand Creek	1,400
Lisha Kill	1,300

K. School Nurse Stipend – All Full-time RN's shall receive an annual stipend as follows: **2008-13** \$1,000

ARTICLE XXIII LONGEVITY PAY

A. An employee who has been credited with eleven (11) full years of service in the District shall be eligible for longevity in the amount listed in the schedule below.

B. An employee who has been credited with fifteen (15) full years of service in the District is eligible for a second longevity payment in the amount listed in the schedule below.

C. An employee who has been credited with nineteen (19) full years of service in the District is eligible for a third longevity payment in the amount listed in the schedule below.

D. An employee who has been credited with twenty-three (23) full years of service in the District is eligible for a fourth longevity payment in the amount listed in the schedule below.

ARTICLE XXIII / LONGEVITY PAY (CONTINUED)

E. An employee who has been credited with twenty-seven (27) full years of service in the District is eligible for a fifth (5th) longevity payment in the amount listed in the schedule below effective July 1, 2008:

SCHEDULE	L1 LONGEVITY (11 YEARS)	L2 LONGEVITY (15 YEARS)	L3 LONGEVITY (19 YEARS)	L4 LONGEVITY (23 YEARS)	L5 LONGEVITY (27 YEARS)
A - M	\$650.00	\$700.00	\$725.00	\$750.00	\$775.00
N	.31	.34	.35	.36	.37
O - U	650.00	700.00	725.00	750.00	775.00

ARTICLE XXIV HOURS OF WORK

A. Work Week

1. The regular scheduled work week shall be five (5) days consecutively Monday through Friday except as noted in A.2.a.

2.a Custodial Work Week - The regular scheduled work week shall be five (5) consecutive days within any week. It is not the intent of the District to frequently change shifts.

b. Custodial Work Shift - All full-time Custodians shall work an 8 1/2 hour shift, including an unpaid 1/2 hour lunch period.

c. Custodial Weekend Differential - First Shift custodians working Saturdays or Sundays on a regular basis shall receive a \$125 differential added to their annual salary for working Saturdays or Sundays, and \$250 added to their annual salary for working both Saturdays and Sundays.

3. The regularly scheduled work week shall be a 40 hour maximum.

B. Work Hours and Changes

1. All hours worked in excess of 40 hours in any one week shall be paid at the employee's rate of pay on an overtime basis.

ARTICLE XXIV / HOURS OF WORK (CONTINUED)

2. No employee shall have his/her regular scheduled work week or work shift changed, except in an emergency, unless notified in writing of such change one (1) week in advance of the starting time.

3. The regular scheduled work day for any member of the bargaining unit shall not exceed 8 hours.

4. Any employee called in prior to his/her regular scheduled work shift will be allowed to work his/her full regular scheduled work shift.

C. 12 Month Employees

1. Work Year - The official work year for all twelve (12) month employees shall be July 1 through June 30.

2. Work Day - The work day shall be eight (8) hours per day with the exception that clerical employees shall work seven (7) hours per day on work days falling within the months of July and August and seven and one-half (7 1/2) hours on all other days.

D. Bus Drivers

1. Work Year

a. Bus drivers shall work all days District schools are in session plus two additional days for training as determined by the transportation department. The daily rate of pay for a full-time bus driver shall be calculated by dividing the annual salary by 193 days. (The additional days can include kindergarten and/or late run picks and mandatory training). If drivers work more than 193 days, they shall be paid their regular hourly rate for such additional work.

b. Since the School District also transports children to other public schools and to non-public schools, special provisions are required to cover days when our District schools are closed but all or some of these other schools may be open. Drivers will be assigned as needed on a seniority-rotating list basis from the drivers who regularly transport non-public children on one or more regular runs. Drivers may be required to consolidate a number of regular runs on these days as assigned by the Director of Transportation. Drivers needed will be paid a minimum of two (2) hours for morning runs and two (2) hours for afternoon runs. Payment will be made according to overtime and non-work day regulations.

ARTICLE XXIV / HOURS OF WORK (CONTINUED)

2. Work Week and Work Day

a. Bus Drivers - The regularly scheduled work week shall be a 40 hour maximum.

b. Regular Drivers shall be paid on the basis of an 8 hour day. The drivers regular scheduled day shall not exceed seven (7) hours of driving time as determined by current transportation technology readings. Drivers additional work time shall be used for fueling, cleaning, pre-tripping of buses, paper work and meetings.

3. a.1. Effective June 1982, bidding will take place on those runs voluntarily given up by drivers who wish to bid on a different run for the following school year, and for any new or vacant runs. Those drivers who wish to bid on a different run for the next school year must notify the Director of Transportation in writing no later than May 15. Only those employees who have not given notice of their desire to drop their present bus runs will keep their run, and will not be involved in the bidding procedure.

4. When a bus run is totally abolished by the District the driver affected and all drivers of less seniority shall bid on all the available runs including the runs held by the less senior drivers.

5.a. Bidding will occur each year on kindergarten, field trips, athletic trips, bidding alternative education runs, and 5:00 p.m. or 5:30 p.m. trips.

b. All full time drivers including full time substitutes shall take part in the bidding procedure.

c. The available bus runs will be posted by numbers and current bus numbers with routes described. Drivers may refer to map used by current driver for general idea of layout of run. As determined by the Assistant Superintendent, routes will have buses pre-assigned because of capacity, need of new bus, etc. Each other bus may be retained by the driver provided it is available. Variations in routes may occur as a result of changes in transportation patterns throughout the District.

ARTICLE XXIV / HOURS OF WORK (CONTINUED)

d. When replacement buses arrive they may be assigned by seniority on a rotational basis.

e. No changes in bidding will be allowed after a driver makes a choice.

f. When a full time driver leaves the employ of the District, the vacant positions shall be posted according to the employee Contract. If any full time driver wishes to transfer to the vacant position, it shall be filled according to seniority. The position left vacant by this procedure will be filled in the same manner. No further bidding will be allowed.

6. A driver may be assigned a special trip outside the driver's regular driving day. If the hours of the special trip overlap or extend his/her regular driving day, his/her allowance for the special trip will be the hours in excess of 7 hours. If the driver is assigned a special trip which does not overlap or extend the drivers regular day, a one (1) hour minimum will apply.

7. Regular full time substitutes shall do light mechanical work, pick up parts, and transport vehicles when not assigned as a substitute driver.

8. The 8 Hour Minimum - This applies only to overnight trips. The driver is guaranteed pay for at least eight (8) hours for each twenty-four (24) hour period or portion thereof, that he is away. Example: In taking the band to New York, our buses leave at 7:00 a.m., May 20, and arrive in New York at 11:00 a.m. They return on May 21, leaving New York at 9:00 p.m. and arriving home at 1:00 a.m. Each driver will be paid for 16 hours. He/she will also be provided with meals and lodging. Receipts will be required for all meals and lodging payments.

9. Drivers will be given allowances for meals on special trips as follows:

a. Breakfast will be allowed up to the maximum indicated below for overnight or weekend trips only.

b. Lunch will be allowed up to the maximum indicated below if any driver is required to be out between 10:30 a.m. and 12:30 p.m. on a trip which is not part of his/her daily work schedule and submits a receipt for the lunch purchased.

Regular field trip drivers will receive lunch if they are out past 1:00 p.m. on any day a field trip is assigned.

ARTICLE XXIV / HOURS OF WORK (CONTINUED)

c. Dinner will be allowed up to the maximum indicated below if the driver is required to be away the full time between 5:00 p.m. and 7:00 p.m. and submits a receipt for the dinner purchased.

d. The allowances for meals are: Breakfast \$5.00 - Lunch \$7.00 - Dinner \$9.00. Receipts must be submitted for all meal purchases.

10. Bus drivers shall not smoke on the school bus at any time.

11. Trips with a distance from the district bus garage, according to the District software, which are less than 165 miles, will be driven by CSEA unit employees. The District shall have discretion to use drivers, other than CSEA unit employees, for trips beyond 165 miles with the following exceptions, where CSEA unit employees shall drive trips to the following schools: Amherst College, Brandeis University, Brown University, Dartmouth College, Harvard University and Yale University. Should a situation arise where a District owned bus and/or a CSEA unit employee is not available, the Director of Transportation will meet with a CSEA representative to resolve the situation so as to not jeopardize any instructional/student program.

E. Bus Mechanics

1. The Director of Transportation may designate standby time, which he/she deems necessary, while buses are out on Saturday or Sunday or at other times. Such designated standby time shall be at time and one-half except on Sunday when it shall be at double time.

Mechanics on standby time will work in the garage on assignments made by the Director of Transportation or his/her Assistant.

2. A room for mechanics to change their clothes shall be provided.

3. Four (4) changes of uniforms per week shall be provided for each mechanic. These uniforms are not to be taken home for personal use by the mechanics.

4. Safety shoes shall be provided for each bus mechanic. Each mechanic shall be limited to one pair per year unless, as determined by the Director, an additional pair is necessary. The District will reimburse up to \$75.00 per pair for safety shoes purchased by employees upon presentation of proof of purchase effective July 1, 1995.

ARTICLE XXIV / HOURS OF WORK (CONTINUED)

5. Safety helmets, safety glasses and bad weather gear (with the exception of the winter jacket) will be provided with the provisions for responsibility for the equipment to be worked out by the Labor-Management Committee. Bus Mechanics who complete their probationary period will be entitled to a winter jacket bi-annually through a vendor chosen by the District, with a maximum allotment of \$100 per jacket. Employees hired prior to July 1, 2008 shall be entitled to obtain a jacket during the 2008-09 school year. The District shall choose a uniform color for the jacket for all Bus Mechanics.

6. The District agrees to granting of food allowance as stated in Article XXIV to Bus Mechanics while on the job plowing snow or during other declared emergencies. Food allowances shall be granted under provisions listed in F.1.a. and b. below.

7. All Bus Mechanics who report to work and work an entire regular day on a District declared snow day (school closing of an entire day) shall receive one-half (1/2) floating holiday for each declared snow day.

F. Maintenance and Custodial Mechanics

1. Maintenance and Custodial Mechanics shall receive meal allowances as stated in Article XXIV, when snow plowing, according to the following schedule.

a. During regular week Breakfast allowance if called out before 7:00 a.m.

Lunch allowance if plowing between 11:00 a.m. and 1:00 p.m. or between 11:00 p.m. and 1:00 a.m.

Dinner allowance if plowing between 4:00 p.m. and 7:00 p.m.

b. Saturday or Sunday

Same as above except dinner allowance if plowing between 5:00 p.m. and 7:00 p.m.

2. Two changes of coveralls per week shall be provided for each Maintenance Mechanic. Maintenance and Custodial Mechanics during the months of June, July and August may choose to use short sleeve shirts.

3. Safety helmets, safety glasses, and bad weather gear (with the exception of a winter jacket) will be provided with the provisions for responsibility for the equipment to be worked out by the Labor-Management Committee.

ARTICLE XXIV / HOURS OF WORK (CONTINUED)

4. Safety shoes shall be provided for each Maintenance and Custodial Mechanic. Each Mechanic shall be limited to one pair per year unless, as determined by the Supervisor, an additional pair is necessary. The District will reimburse up to \$75.00 per pair for safety shoes purchased by employees upon presentation of proof of purchase, effective July 1, 1995.

5. Maintenance and Custodial Mechanics who complete their probationary period will be entitled to a winter jacket bi-annually through a vendor chosen by the District, with a maximum allotment of \$100 per jacket. Employees hired prior to July 1, 2008, shall be entitled to obtain a jacket during the 2008-09 school year. The District shall choose a uniform color of the jacket for all mechanics.

6. Effective July 1, 1998, newly hired Custodial Mechanics and Maintenance Mechanics shall possess a valid Class B drivers' license and shall continue to maintain a valid Class B license.

7. All Maintenance and Custodial Mechanics who report to work and work an entire day on a district declared snow day (school closing of an entire day) shall receive one-half (1/2) floating holiday for each declared snow day.

G. Clerical

1. Ten (10) month clerical employees shall work all days District schools are in session plus all week days beginning September 1 to the opening day of school in September and between the last day of school in June through June 30, plus conference and workshop days.

2. In addition to the above, full time clerical employees on budget codes 2020.16 and 2810.16 shall also work the last five work days in August along with the designated full time clerical worker in code 2805.16 at the High School.

For the purpose of payroll calculations, the six (6) hour Typist position shall be based on two hundred (200) days per year.

3. Ten month clerical workers shall work a seven (7) hour work day.

4. Twelve month clerical employees shall work a seven and one-half (7 1/2) hour work day. During the months of July and August however, the work day shall be seven (7) hours per day.

ARTICLE XXIV / HOURS OF WORK (CONTINUED)

5. Ten and twelve month clerical employees, on a rotational basis will report in each building on a District snow day to work their duties in the assigned four and one-half (4 1/2) hours as follows:

Elementary Buildings - to include full and part time clerical staff.

Middle School Buildings - all clerical staff by building.

High School - separated by clerical in supervisor's office and remainder of building.

In the event that the person designated to come in is ill, it will be that person's responsibility to get coverage for the building. In turn the person being replaced will then take the next snow day coverage for the person coming in.

6. On inclement weather delay days, clerical employees shall be allowed to report at the delayed time period with no loss in pay or leave credits.

H. School Nurse

School Nurses shall work a seven (7) hour day and a 200 day work year which includes nine (9) paid holidays as designated for ten month employees under Article XXVI. The 200 work days shall be determined by the administration.

I. Cafeteria

1. Cafeteria employees shall work all days on which the cafeterias operate in the school in which they are employed. Workdays vary from building to building. Hourly employees will be paid only for hours actually worked.

Head Cooks, Assistant Cooks, and the Cafeteria Truck Driver will be paid snow days declared by the School District.

2. Head Cooks, Assistant Head Cooks, Forest Park Central Kitchen staff and the Cafeteria Truck Driver shall work additional days as necessary to be determined by the Supervisor of School Lunch.

ARTICLE XXIV / HOURS OF WORK (CONTINUED)

3. Head Cooks and Assistant Head Cooks shall work Monday through Friday, 35 hours per week, 7 hours per day for each of the School District calendar days, including School District conference days and workshop days. School District calendar shall apply except where a District emergency is declared effecting the operation of the District's food service program.

4. The regular workweek and workday for Head Cooks, Assistant Head Cooks, and the Cafeteria Truck Driver shall be 35 hours per week, 7 hours per day.

5. Cafeteria employees will receive lunch free of charge. They are the only classification of employees to receive lunch without charge.

6. Food Service Helpers with available personal days may use them for snow days declared by the District.

J. Physicals

Annual physicals, required by the District for bus drivers, will be performed by the school physician.

K. Custodians

1. Custodians who complete their probationary period will be entitled to a winter jacket bi-annually through a vendor chosen by the District, with a maximum allotment of \$100 per jacket. Employees hired prior to July 1, 2008 shall be entitled to obtain a jacket during the 2008-09 school year. The District shall choose a uniform color of jacket.

2. All Custodians who report to work and work an entire regular day on a District declared snow day (school closing of an entire day) shall receive one-half (1/2) day floating holiday for each declared snow day.

ARTICLE XXV OVERTIME

A. Overtime shall not be subject to payment unless approved in advance by the Assistant Superintendent or his/her designated representatives.

B. Overtime for custodians shall be allocated by the District on a rotational basis at individual buildings.

ARTICLE XXV / OVERTIME (CONTINUED)

C. Approved overtime shall be paid for all hours worked in excess of 40 hours in any one week. Paid holidays, sick leave days and personal leave days shall be considered work days for the purpose of determining 40 hours.

D. Overtime at the rate of double (2 times) the employee's regular rate of pay shall be paid for all hours worked on the seventh (7th) day of an employee's regularly scheduled work week.

E. All employees shall receive double (2 times) the employee's regular rate of pay for working on any of the holidays as defined in Article XXVI.

F. Recall is defined as anytime an employee is called back by a supervisor to work after the completion of his/her regular work day. An employee who is called in early or was held over his/her regular scheduled work day does not qualify under the recall provision and therefore shall be paid under the regulations in effect for overtime.

G. Employees recalled shall be guaranteed a minimum of three (3) hours pay at their overtime rate for each occurrence.

H. Employees who are required to work on Saturday or Sunday by their supervisor shall be guaranteed a minimum of three (3) hours pay at their overtime rate.

I. Maintenance Mechanics and Maintenance/Custodial Mechanics shall be assigned overtime duty at football games on a rotating basis from a list of those employees wishing such overtime. In the event that no employee on the list accepts the overtime, the least senior employee shall be assigned the duty.

ARTICLE XXVI HOLIDAYS

The following holidays listed herein shall be allowed as days off with pay:

A. All 12 Month Employees

- X Labor Day
- X Veterans Day
- X Columbus Day
- X Thanksgiving
- X Friday after Thanksgiving
Day before Christmas
- X Christmas
- X New Year's Day
- X Martin Luther King Day
- X *President's Day
Good Friday
- X Memorial Day
Independence Day

X* Or another day designated by the Board of Education.

X These are paid holidays included in full time 10 month employee's work year. A ten month employee who works the five scheduled work days in the week preceding Labor Day shall receive holiday pay for Labor Day.

B. Holidays listed above shall be taken according to the official school calendar recommended by the Superintendent and approved by the Board of Education. Any changes made in the calendar relevant to Holidays, made by the Board, will be made known to the Association.

C. When schools are closed early before a holiday or recess, employees will be allowed to leave the building as soon as possible after pupils have left according to a schedule determined by the Assistant Superintendent of Management Services.

D. An employee who works on a holiday for which he/she is paid shall receive his/her holiday pay in addition to double time (3 days pay).

ARTICLE XXVII VACATIONS

Twelve Month Employees

A. An employee who begins work after July 1 shall receive prorated vacation according to the following schedule:

Full Months Employed	Vacation Days
11	9
10	8
9	7
8	6
7	5
6	4
5	3
4	2
3	1

No vacation time for two (2) full months or less.

B. All 12 month full time employees shall receive two weeks vacation, with pay, at the end of the first full work year (July 1 - June 30). After the completion of four (4) years of service, one (1) additional vacation day shall be added each year, through the eighth (8th) year of service when a maximum of three (3) weeks (15 working days) vacation credit shall be given.

C. Employees who complete thirteen (13) years of service in the District shall have an additional five (5) days of vacation added to their total vacation credit, making a total of four (4) weeks (20 working days) vacation, effective July 1, 1988.

Employees who complete twenty (20) years of service in the District will receive one (1) additional vacation day for each completed year of service thereafter to a maximum of five (5) additional days, making a maximum total of twenty-five (25) vacation days annually.

D. Request for vacation must be submitted in writing at least four (4) weeks in advance to the immediate supervisor.

ARTICLE XXVII / VACATIONS (CONTINUED)

E. Vacations shall be taken in July and August unless prior approval for a different time is obtained from the appropriate supervisor and the Assistant Superintendent.

F. Vacations will be scheduled whenever possible at the times most desired by the employee, with consideration given to seniority and time of request. It is understood that the Assistant Superintendent for Management Services shall have the right to establish employee vacations whenever circumstances make it necessary to maintain the operating efficiency of the School District. An employee may request to carry over up to five (5) unused vacation days with the permission of the Assistant Superintendent for Management Services. These unused vacation days must be used during the next school year.

G. When requested by an employee going on vacation, at least four (4) weeks in advance for inclusion in prior payroll, such employees shall be given vacation pay before leaving provided a payroll period falls within the vacation period.

H. In the event of a resignation or retirement, employee shall be paid for earned and unused vacation leave provided at least two (2) weeks notice is given in writing. In the event of a termination by death, such payment shall be given to the estate of the decedent.

ARTICLE XXVIII ABSENCES AND LEAVES

A. Sick Leave

Service employees may be absent without deduction of pay as follows:

1. a. 10 Month Employees: 10 days for any full school year of service in South Colonie, provided that when a 10 month service employee has served three (3) years in the South Colonie District, he/she shall be granted an additional 30 days of sick leave at the beginning of their 4th year of service.

b. 12 Month Employees: 12 days for any full work year of service in South Colonie, provided that when a 12 month service employee has served three (3) years in the South Colonie District, he/she shall be granted an additional 36 days of sick leave beginning with their 4th year of service.

ARTICLE XXVIII / ABSENCES AND LEAVES (CONTINUED)

2. a. When an employee is absent due to personal illness the employee may be required to present a certificate from a qualified physician upon returning to work.

b. Should a physical be required by the District, the expense of such physical shall be borne by the District if the examination is conducted by a District-designated physician. An employee may use a District-designated physician if he/she so chooses.

3. The District will pay any employee injured on the job the difference between the salary payments awarded by Workers' Compensation Board and the regular pay of the employee, for a maximum of one (1) full work year (10 month for 10 month employees, 12 months for 12 month employees). After that maximum has been reached, continued absence from the job will be charged to sick leave.

Twelve month employees hired after July 1, 1998, shall receive full pay for the first six (6) months they are on Workers' Compensation. During the seventh (7th) through ninth (9th) month while on Workers' Compensation, the employee shall receive 75% of the difference between Workers' Compensation and a regular day's pay. During the tenth (10th) through twelfth (12th) month while on Workers' Compensation, the employee will receive 50% of the difference between Workers' Compensation and a full day's pay. After twelve (12) months, the benefit under this section shall terminate for twelve (12) month employees.

Ten month employees hired after July 1, 1998, shall receive a full day's pay for the first five (5) months on Workers' Compensation, and then 75% of the difference between Workers' Compensation and a full day's pay during the sixth (6th) through eighth (8th) month. During the ninth (9th) and tenth (10th) month on Workers' Compensation, the employee will receive 50% of the difference between the Workers' Compensation and a full day's pay. After ten (10) months, the benefit under this section shall terminate for ten (10) month employees.

Employees may use available sick leave to make up the shortfall in a regular day's pay while on Workers' Compensation. In addition, after the employee's benefit under this section has terminated, continued absence from the job may be charged to sick leave.

This section shall not apply to employees hired on or after July 1, 2003.

ARTICLE XXVIII / ABSENCES AND LEAVES (CONTINUED)

A. Sick Leave (Continued)

4. Any service employee who works less than a full year of employment shall only be entitled to one (1) day of sick leave per month, or major fraction thereof, of service in South Colonie. Should any employee coming under this provision have used more than the entitled sick leave, the Board shall make the appropriate deduction from the paycheck of that employee.

5. Any employee who has worked for 10 continuous years in the District shall receive 20 additional days sick leave provided the maximum accumulation of 350 days is not exceeded.

6. Any unused personal leave days shall be added to an employee's accumulated sick leave on July 1, provided the maximum accumulation of 350 days is not exceeded.

7. Employees who have been out of work due to illness, shall notify their supervisor of the date when they will return to work, as far in advance of their return as possible.

8. Employees shall be required to notify their immediate supervisor as soon as they know they will not be able to report for work. Where earlier notice is impossible, all employees on the first shift shall notify their supervisor not later than three-fourths of an hour before the time they are required to be on the job. Employees on the second shift will make every effort to notify their supervisor not later than 1:00 p.m. and those on the third shift should make every effort to notify the supervisor not later than 6:00 p.m. Failure to meet this requirement may result in a pay deduction.

B. Bereavement and Illness in Family Leave

Leave without loss of pay will be allowed for:

1. Death in the Immediate Family

Immediate family is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandson, granddaughter or near relative who resides in the same household or any person with whom the employee has made his/her home. Not to exceed three (3) days for each death. If travel time is required to attend the funeral, and it cannot be done within the allotted time, it may be taken and charged against accumulated sick leave.

ARTICLE XXVIII / ABSENCES AND LEAVES (CONTINUED)

B. Bereavement and Illness in Family Leave (Continued)

2. Serious Illness in the Immediate Family

Not to exceed five (5) days per year for serious illness in the immediate family as defined in B. 1. above. In general the following would be acceptable reasons for use of this leave:

1. An emergency which requires leaving work (1st day)
2. A morning emergency (1st day)
3. Hospitalization: day of entry, day of discharge
4. Day of major procedure (medical)
5. Accompanying/transporting
 When necessary for:
 - a. Medical reasons
 - b. Support at consultation
6. "Monitoring" a family member under doctor's orders.

It is agreed that all leave must be administered with a considerable amount of good judgment and common sense, and that the following would generally not be approved use of this leave:

1. Taking a member of the family to the doctor for an office visit.
2. Taking a member of the family to the orthodontist or dentist.
3. Baby-sitting or caring for children while a member of the family is in the hospital or after returning from the hospital.
4. The second or subsequent days of an illness requiring "at home" care.

Requests for family leave must be submitted in writing on a Family Leave form. If the employee requires more than five (5) days, they shall be deducted from personal business leave days. Should the employee need additional days, he/she may apply to the Assistant Superintendent of Management Services to have the additional deducted from his/her accumulated sick leave. Problem cases are to be referred to the Assistant Superintendent for Management Services for interpretation.

ARTICLE XXVIII / ABSENCES AND LEAVES (CONTINUED)

C. Personal Leave

Employees may be absent without deduction of pay or loss of sick leave as follows:

1. When not ill but quarantined by the Board of Health.
2. For required jury appearance, except that there will be deducted from the employee's pay whatever compensation may be received for such appearance.
3. For a maximum of four (4) days per year for necessary personal business.
 - a. Personal business is defined as those important business affairs which can be conducted only during the regular work day. Specifically excluded as personal business are social affairs, shopping, working at another job, athletic affairs, recreation, vacation, accompanying one's spouse or other person(s) on a trip or meeting, studying for examinations, marriage, honeymoon.
 - b. Three (3) days advance notice must be given in writing. In case of an emergency, where advance notice cannot be given, an explanation acceptable to the Supervisor must be given.
 - c. The Assistant Superintendent has the right to limit personal leave in any department on any given day so as not to cripple the school operation.
 - d. Personal Business can be taken on a one-half (1/2) day basis or multiples thereof.
 - e. Personal business days may not be taken preceding, on, during or immediately following a school vacation day, a holiday, the employee's vacation, or the first and last weeks of school. Where a true emergency exists the employee must give reasons for requesting the business day(s) to the Assistant Superintendent who shall make the decision as to whether the business day(s) should be granted.
 - f. Any employee who works less than full year shall be entitled to one (1) day of personal business per three (3) months, or major fraction thereof, of service in South Colonie. Should any such employee have used more than the entitled personal business leave, the Board shall make the appropriate deduction from the final yearly paycheck of that employee.

ARTICLE XXVIII / ABSENCES AND LEAVES (CONTINUED)

D. Medical Screening

Each employee shall be entitled to be excused to undertake an annual medical screening for breast cancer or prostate cancer. Excused absence shall not exceed one (1) four (4) hour medical visit per school year. Cost of all medical screening is to be paid by the employee or the employee's medical insurance. Employee must submit medical evidence for such screening for such leave to be authorized as an excused leave. Failure to provide certification will result in absence being charged to the employee's sick leave, if available, or payroll deduction if no leave is available.

ARTICLE XXIX PART-TIME EMPLOYEES' BENEFITS FOR REGULAR PART-TIME EMPLOYEES WHO WORK LESS THAN FULL TIME

Regular Part-Time Employee - an employee who daily works a specified number of hours.

A. A regular part-time employee hired on or after November 1, 1995, whose full time equivalent position decimal is .75 or higher according to the attached chart, will be eligible for all benefits on a pro-rated basis. However, a regular part-time employee hired before November 1, 1995 whose full time equivalent position decimal is .51 or higher according to the attached chart will also be eligible for all benefits on a pro-rated basis. To receive vacation credit the position must be a 12 month position.

B. Any regular part-time employee whose position equivalent falls below .51 during the work year will retain all benefits earned up until the time of the change except as prohibited by law or regulations. However, regular part-time employees hired on or after November 1, 1995, whose position equivalent falls below .75 during the work year will retain all benefits earned up until the time of the change except as prohibited by law or regulations.

Effective July 1, 1998, part-time employees hired after November 1, 1995 whose position is between .51 and .75 of a full-time equivalent position shall be allowed two (2) sick days per year for the employee and two (2) family illness days per year. These days may accumulate from year to year.

**ARTICLE XXIX / PART-TIME EMPLOYEES' BENEFITS FOR REGULAR -
PART-TIME EMPLOYEES WHO WORK LESS THAN FULL TIME
(CONTINUED)**

C. A regular part-time employee who works in two (2) or more jobs with position equivalents will have those equivalents added together to determine eligibility for benefits. The positions both must be for 12 months to be eligible for vacation credits.

D. Employees who would not receive benefits under the provisions of this article but who received benefits during 1970-71 shall continue to receive such benefits as long as they remain in the employ of South Colonie Schools and remain in a position with the same decimal equivalent or higher.

E. Effective July 1, 1984, part-time employees hired on or after July 1, 1984 shall not receive any medical insurance coverage provided in whole or in part by the School District if they work less than .75 hours of a full time employee in their category.

F. Hourly employees that qualify for personal leave days may use personal leave for officially designated snow days, unless they are required to work by their Department Head.

Temporary Part-Time Employees - all other part-time intermittent employees.

**STANDARD PERCENTAGES TO BE USED
FOR APPROVED POSITIONS
FRACTIONAL EQUIVALENT**

Hours	6.5 Hour Employees	7.0 Hour Employees	7.5 Hour Employees	8.0 Hour Employees
1.0	.15	.14	.13	.13
2.0	.31	.29	.27	.25
2.5	.38	.36	.33	.31
3.0	.46	.43	.40	.38
3.5	.54	.50	.47	.44
4.0	.62	.57	.53	.50
4.5	.69	.64	.60	.56
5.0	.77	.71	.67	.63
5.5	.85	.79	.73	.69
6.0	.92	.86	.80	.75
6.5	1.00	.93	.87	.81
7.0	1.08	1.00	.93	.88
7.5	1.15	1.07	1.00	.94
8.0	1.23	1.14	1.07	1.00
8.5	1.31	1.21	1.13	1.06
9.0	1.38	1.29	1.20	1.13

**STANDARD PERCENTAGES TO BE USED
FOR APPROVED POSITIONS
FRACTIONAL EQUIVALENT**

6.5 Hr. Employees: Food Service Helpers

7.0 Hr. Employees: 10 Month Employees:
Clerical, Cooks, School Nurses, Cafeteria
Truck Driver, COTA

7.5 Hr. Employees: 12 Month Clerical

8.0 Hr. Employees: 12 Month Employees:
Custodians & Mechanics

8.0 Hr. Employees: 10 Month Employees:
Bus Drivers

**ARTICLE XXX
INSURANCE AND ANNUITIES**

A. The District shall provide the following health insurance for each employee and his/her dependents eligible for health insurance as follows:

1. Effective January 1, 2009, the District will agree to offer the **Blue Shield PPO Plan 815** with vision rider. Premiums for the health insurance shall be paid pursuant to the following:

Individual Plan – The District will pay 90% of the premium for the individual plan.

Two-Person Plan – The District will pay 80% of the premium for the two-person plan.

Family Plan – The District will pay 80% of the premium for the family plan.

Co-Pays – Shall be the \$20.00 plan.

2. Effective January 1, 2009, the District will agree to offer the **Capital District Physicians Health Plan (CDPHP) EPO Plan**.

Individual Plan – The District will pay 90% of the premium for the individual plan.

Two-Person Plan – The District will pay 80% of the premium for the two-person plan.

Family Plan – The District will pay 80% of the premium for the family plan.

Co-Pays – Shall be the \$15.00 plan.

B. _ The Health Insurance Coverage shall be carried over into retirement, pursuant to the District's health insurance regulations unless otherwise specified herein.

C. New employees will receive a health insurance booklet when hired or upon request.

****NOTE:** Employees hired on or after July 1, 2008 and before December 31, 2008 shall refer to the Collective Bargaining Agreement between the District and CSEA dated July 1, 2003 through June 30, 2008 for applicable health insurance language.

ARTICLE XXX / INSURANCE AND ANNUITIES (CONTINUED)

D. Prescription Drug Plan - Effective January 1, 2009, the District will make available a prescription drug plan for each employee and dependents, with the option to carry the plan into retirement if so eligible. The plan is underwritten by Express Scripts. The co-pays shall be \$5 generic/\$20 formulary/\$35 non-formulary. Premiums for the plan shall be paid pursuant to the following.

Individual Plan – The District will pay 90% of the premium for the individual plan.

Two-Person Plan – The District will pay 80% of the premium for the two-person plan.

Family Plan – The District will pay 80% of the premium for the family plan.

E. Life Insurance - The District will provide a \$30,000 life insurance policy for all CSEA employees who qualify for benefits as defined in Article XXIX.

The District will purchase a group double indemnity provision for accidental death and dismemberment.

F. An employee working a minimum of 1,000 hours per year who is willing to contribute a minimum of \$200 per year will be eligible to participate in a tax-sheltered annuity plan established pursuant to U.S. Public Law #87-370.

G. Dental Insurance - Effective January 1, 2009, the District will make available a dental insurance plan for each employee and dependents. The plan is underwritten by Delta Dental. The District will pay the following amount per month per employee, toward the premium cost.

Individual or Family Coverage

2008-09	\$10 Per Month
2009-10	\$15 Per Month
2010-11	\$20 Per Month
2011-12	\$25 Per Month
2012-13	\$30 Per Month

H. Opt-Out Health Insurance Option

1. A unit member employed by the District who is eligible for health insurance benefits and who is otherwise health insured, may annually opt out of the District's health insurance program during the May open enrollment period and receive an annual payment of \$600 for each year of non-participation. Employees who are otherwise health insured must elect not to participate in the

ARTICLE XXX / INSURANCE AND ANNUITIES (CONTINUED)

District's health insurance program for a minimum of one (1) full year to receive an opt-out payment as stated above. Such payments shall be made by the District in two (2) installments in the year following one (1) full year of non-participation, the first payment to be made during December and the second to be made during June of the school year in which payment is due.

2. The application, together with proof of alternative health care coverage, will be submitted to the Business Office in writing each year in May (open enrollment period) in order to opt out as of July 1st.

3. Re-entry into the District's health insurance program shall be allowed at any time, subject to the waiting period or open enrollment period, if any, of the District's health insurance programs rules and regulations.

4. Re-entry into the District's health insurance program shall be conditioned upon the following:

a). The unit member's repaying the pro-rata portion of sums paid, if any under this section; and,

b). Establishing a change of circumstance of an emergency nature;

c). The unit member contributing to the premium cost for health insurance to the same extent as if they had not opted out.

ARTICLE XXXI RETIREMENT AND DEATH BENEFIT

The retirement plan provided for all employees shall be Section 75-E (non-contributory) with option Section 41-J (sick leave credit). Effective January 1, 1999, the District shall change the retirement plan to section 75i.

Retirement/Sick Leave Accumulation Incentive

Employees who are age 55 or older and who have twenty (20) years or more of credited service in the South Colonie CSD shall receive a dollar amount per day for each eligible unused accumulated sick leave day at the time of retirement per the chart listed below. The number of eligible unused sick days for this provision shall be as listed in the chart below:

July 1, 2008 - \$55 per day -- Maximum of 175 Days (\$9,625 max)
July 1, 2010 - \$60 per day -- Maximum of 175 Days (\$10,500 max)
July 1, 2012 - \$65 per day -- Maximum of 175 Days (\$11,375 max)

Eligible employees must give firm written notice of their retirement by February 15th and must retire the following June 30th. Payment of the incentive shall be made by July 15th following their retirement.

Employees eligible for the above-retirement incentive and who are participating in a District sponsored health insurance plan at the time of retirement shall have the option to be paid their compensation through payroll checks, or have the payout amount held by the District and placed into a pre-paid health insurance account, or any combination of the above to a maximum of the employee's allowable retirement compensation. The District will draw funds from the employee's pre-paid account to pay for their respective health insurance in retirement until such time as the available funds are exhausted. After pre-paid funds are exhausted, in order to maintain health insurance coverage, the employee will be responsible for direct payment of their share of the health insurance premiums. In the event of the retiree's death, any portion remaining of this credit shall be paid to the retiree's estate.

ARTICLE XXXII IN-SERVICE STIPENDS

The Labor Management Committee shall discuss the type of in-service courses to be offered and any stipend for successfully completing an in-service course.

**ARTICLE XXXIII
DIRECT DEPOSIT**

The District shall establish a direct deposit procedure for employee's paychecks with a local bank, subject to the procedures of the bank.

**ARTICLE XXXIV
IRS 125 PLAN**

The District will provide the IRS 125 Plan for all unit members.

**ARTICLE XXXV
DURATION**

This Agreement shall become effective July 1, 2008 and continue in full force and effect through June 30, 2013.

IN WITNESS WHEREOF the parties hereto, the Superintendent, for the South Colonie Central School District, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the South Colonie School Unit of the Albany County Local 801, have hereunto affixed their names and seals this 20th day of October, 2008.

SOUTH COLONIE CENTRAL SCHOOL DISTRICT

By: _____

Superintendent

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO FOR THE SOUTH COLONIE SCHOOL UNIT OF THE ALBANY COUNTY LOCAL 801.

Suzanne B. Miller
David E. Wilkins
[Signature]
Ruth A. [Signature]
Mary Anne Bellakors
Carol J. [Signature]
Wells Haight
Catherine M. Romano
Linda P. Mosher

APPENDIX "A"

**SOUTH COLONIE CSD - CSEA UNIT
GRIEVANCE FORM**

GRIEVANT: _____

TITLE: _____

DATE SUBMITTED: _____

CONTRACT CLAUSE VIOLATED: _____

DATE OF OCCURRENCE: _____

STATEMENT OF FACTS: _____

REMEDY SOUGHT: _____

GRIEVANT'S SIGNATURE: _____

DEPARTMENT STEWARD: _____

ACTION TAKEN BY EMPLOYER: _____

EMPLOYER'S SIGNATURE: STEP 1 _____ DATE _____

STEP 2 _____ DATE _____

Copy to: Grievant
 Personnel Officer
 Department Head
 Chief Steward

SALARY SCHEDULE HEADINGS

<u>SCHEDULE</u>	<u>POSITION</u>	<u>MONTHS</u>
A	Keyboard Specialist	10
B	Keyboard Specialist	12
C	Sr. Keyboard Specialist, Account Clerk	10
D	Sr. Keyboard Specialist Account Clerk	12
E	Secretary I	12
F	Secretary II Pupil Transportation Analyst	12
G	Custodial Worker (2 nd & 3 rd Shifts)	12
H	Custodial Worker	12
J	Custodian Mechanic	12
K	Maintenance Mechanic	12
L	Bus Driver	10
M	Auto Mechanic	12
N	Food Service Helper	10
O	Head Cook, Cafeteria Truck Driver	10
P	Assistant Head Cook	10
R	Sr. Account Clerk- Sr. Account Clerk/Typist	10
S	School Nurse Occupational Therapy Assistant	10
T	Keyboard Specialist (6 Hour)	10
U	Secretary I	10

APPENDIX A
CSEA Salary Schedule 2008-09
YEAR 1 OF CONTRACT

STEP	Schedule A				Schedule B				Schedule C				Schedule D				Schedule E				Schedule F				
	current		add to 2008-2009		current		add to 2008-2009		current		add to 2008-2009		current		add to 2008-2009		current		add to 2008-2009		current		add to 2008-2009		
	2007-08		base 3 25%		2007-08		base 3 25%		2007-08		base 3 25%		2007-08		base 3 25%		2007-08		base 3 25%		2007-08		base 3 25%		
	1	\$16,333	\$550	\$17,432	\$24,057	\$650	\$25,510	\$17,618	\$600	\$18,810	\$25,879	\$700	\$27,443	\$27,043	\$750	\$28,696	\$28,210	\$800	\$29,953	\$28,316	\$750	\$30,011	\$29,529	\$800	\$31,315
	2	\$17,091	\$550	\$18,214	\$25,181	\$650	\$26,671	\$18,441	\$600	\$19,660	\$27,091	\$700	\$28,694	\$28,316	\$750	\$30,011	\$29,529	\$800	\$31,315	\$29,586	\$750	\$31,322	\$30,843	\$800	\$32,671
	3	\$17,851	\$550	\$18,999	\$26,309	\$650	\$27,835	\$19,266	\$600	\$20,512	\$28,305	\$700	\$29,948	\$29,586	\$750	\$31,322	\$30,843	\$800	\$32,671	\$30,859	\$750	\$32,636	\$32,162	\$800	\$34,033
	4	\$18,612	\$550	\$19,785	\$27,436	\$650	\$28,999	\$20,089	\$600	\$21,361	\$29,522	\$700	\$31,204	\$30,859	\$750	\$32,636	\$32,162	\$800	\$34,033	\$32,130	\$750	\$33,949	\$33,481	\$800	\$35,395
	5	\$19,372	\$550	\$20,569	\$28,564	\$650	\$30,163	\$20,912	\$800	\$22,211	\$30,736	\$700	\$32,458	\$32,130	\$750	\$33,949	\$33,481	\$800	\$35,395	\$31,954	\$700	\$33,715	\$34,799	\$800	\$36,756
	6	\$20,129	\$550	\$21,351	\$29,691	\$650	\$31,327	\$21,736	\$600	\$23,062	\$31,954	\$700	\$33,715	\$33,400	\$750	\$35,260	\$34,799	\$800	\$36,756	\$33,168	\$700	\$34,969	\$36,116	\$800	\$38,116
	7	\$20,890	\$550	\$22,137	\$30,817	\$650	\$32,490	\$22,561	\$600	\$23,914	\$33,168	\$700	\$34,969	\$34,671	\$750	\$36,572	\$36,116	\$800	\$38,116	\$34,382	\$700	\$36,222	\$35,942	\$750	\$37,884
	8	\$21,649	\$550	\$22,920	\$31,943	\$650	\$33,652	\$23,382	\$600	\$24,761	\$34,382	\$700	\$36,222	\$35,598	\$700	\$37,478	\$37,433	\$800	\$39,476	\$35,598	\$700	\$37,478	\$38,751	\$800	\$40,836
	9	\$22,407	\$550	\$23,703	\$33,072	\$650	\$34,818	\$24,207	\$600	\$25,613	\$35,598	\$700	\$37,478	\$36,824	\$750	\$38,795	\$38,751	\$800	\$40,836	\$36,813	\$700	\$38,732	\$40,068	\$800	\$42,196
	10	\$23,170	\$550	\$24,491	\$34,198	\$650	\$35,981	\$25,062	\$600	\$26,496	\$36,813	\$700	\$38,732	\$38,485	\$750	\$40,510									

STEP	Schedule G				Schedule H				Schedule J				Schedule K				Schedule L				Schedule M				
	current		add to 2008-2009		current		2008-2009		current		add to 2008-2009		current		add to 2008-2009		current		2008-2009		current		add to 2008-2009		
	2007-08		base 3 25%		2007-08		3 25%		2007-08		base 3 25%		2007-08		base 3 25%		2007-08		3 25%		2007-08		base 3 25%		
	1	\$23,871	\$625	\$25,292	\$23,871		\$24,647	\$25,918	\$300	\$27,070	\$30,610	\$500	\$32,121	\$23,069		\$23,819	\$30,610	\$500	\$32,121	\$32,058	\$500	\$33,616	\$33,505	\$500	\$35,110
	2	\$24,990	\$625	\$26,447	\$24,990		\$25,802	\$27,141	\$300	\$28,333	\$32,058	\$500	\$33,616	\$24,150		\$24,935	\$32,058	\$500	\$33,616	\$25,229		\$26,049	\$33,505	\$500	\$35,110
	3	\$26,109	\$625	\$27,603	\$26,109		\$26,958	\$28,364	\$300	\$29,596	\$33,505	\$500	\$35,110	\$25,229		\$26,049	\$33,505	\$500	\$35,110	\$26,309		\$27,164	\$34,951	\$500	\$36,603
	4	\$27,229	\$625	\$28,759	\$27,229		\$28,114	\$29,586	\$300	\$30,857	\$34,951	\$500	\$36,603	\$26,309		\$27,164	\$34,951	\$500	\$36,603	\$27,386		\$28,276	\$36,396	\$500	\$38,095
	5	\$28,347	\$625	\$29,914	\$28,347		\$29,268	\$30,807	\$300	\$32,118	\$36,396	\$500	\$38,095	\$27,386		\$28,276	\$36,396	\$500	\$38,095	\$28,467		\$29,392	\$37,842	\$500	\$39,588
	6	\$29,466	\$625	\$31,069	\$29,466		\$30,424	\$32,031	\$300	\$33,382	\$37,842	\$500	\$39,588	\$28,467		\$29,392	\$37,842	\$500	\$39,588	\$29,545		\$30,505	\$39,291	\$500	\$41,084
	7	\$30,586	\$625	\$32,225	\$30,586		\$31,580	\$33,258	\$300	\$34,649	\$39,291	\$500	\$41,084	\$29,545		\$30,505	\$39,291	\$500	\$41,084	\$30,627		\$31,622	\$40,739	\$500	\$42,579
	8	\$31,705	\$625	\$33,381	\$31,705		\$32,735	\$34,480	\$300	\$35,910	\$40,739	\$500	\$42,579	\$30,627		\$31,622	\$40,739	\$500	\$42,579	\$31,705		\$32,735	\$42,185	\$500	\$44,072
	9	\$32,823	\$625	\$34,535	\$32,823		\$33,890	\$35,703	\$300	\$37,173	\$42,185	\$500	\$44,072	\$31,705		\$32,735	\$42,185	\$500	\$44,072	\$32,784		\$33,849	\$43,632	\$500	\$45,566
	10	\$33,943	\$625	\$35,691	\$33,943		\$35,046	\$36,927	\$300	\$38,437	\$43,632	\$500	\$45,566												
11																									
12																									

STEP	Schedule N				Schedule O				Schedule P				Schedule R				Schedule S				Schedule T				Schedule U			
	current		2008-2009		current		2008-2009		current		2008-2009		current		add to 2008-2009		current		2008-2009		current		add to 2008-2009		current		add to 2008-2009	
	2007-08		3 25%		2007-08		3 25%		2007-08		3 25%		2007-08		base 3 25%		2007-08		3 25%		2007-08		base 3 25%		2007-08		base 3 25%	
	1	\$9 45		\$9 76	\$16,917		\$17,467	\$15,287		\$15,784	\$17,595	\$600	\$18,786	\$28,072		\$28,984	\$12,776	\$500	\$13,707	\$18,410	\$600		\$19,628	\$19,264	\$600	\$20,510		
	2	\$9 77		\$10 09	\$17,510		\$18,079	\$15,824		\$16,338	\$18,417	\$600	\$19,635	\$29,126		\$30,073	\$12,932	\$500	\$13,870	\$19,264	\$600		\$21,406	\$20,132	\$600	\$22,302		
	3	\$10 12		\$10 45	\$18,106		\$18,694	\$16,358		\$16,890	\$19,240	\$600	\$20,485	\$30,180		\$31,161	\$13,086	\$500	\$14,028	\$21,000	\$600		\$22,302	\$21,868	\$600	\$23,198		
	4	\$10 45		\$10 79	\$18,697		\$19,305	\$16,895		\$17,444	\$20,063	\$600	\$21,335	\$31,235		\$32,250	\$13,239	\$500	\$14,186	\$22,736	\$600		\$24,094	\$24,458	\$600	\$25,872		
	5	\$10 78		\$11 13	\$19,290		\$19,917	\$17,429		\$17,995	\$20,890	\$600	\$22,188	\$32,291		\$33,340	\$13,395	\$500	\$14,347	\$25,060	\$600		\$26,494	\$26,194	\$600	\$27,665		
	6	\$11 13		\$11 49	\$19,883		\$20,529	\$17,965		\$18,549	\$21,712	\$600	\$23,037	\$33,343		\$34,427												
	7	\$11 48		\$11 85	\$20,478		\$21,144	\$18,501		\$19,102	\$22,536	\$600	\$23,888	\$34,398		\$35,516												
	8	\$11 79		\$12 17	\$21,067		\$21,752	\$19,034		\$19,653	\$23,360	\$600	\$24,739	\$35,450		\$36,602												
	9	\$12 13		\$12 52	\$21,664		\$22,368	\$20,107		\$20,760	\$24,180	\$600	\$25,585	\$36,505		\$37,691												
	10	\$12 48		\$12 89	\$22,255		\$22,978	\$20,642		\$21,313	\$25,006	\$600	\$26,438	\$37,561		\$38,782												
11	\$12 77		\$13 19	\$22,850		\$23,593																						
12	\$13 10		\$13 53	\$23,443		\$24,205																						

Employees hired after February 1, shall not receive a step increment on the next July 1, but will receive an increment on the second July 1 following their date of hire (i.e., an employee must work at least five (5) months to receive an increment).

APPENDIX B

CSEA Salary Schedule 2009-10

YEAR 2 OF CONTRACT

STEP	A	B	C	D	E	F	G @	H	J	K
	@	@	@	@	@	@	(+\$25) &	@	@	@
	3 25%	3 25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3 25%	3.25%
1	\$17,999	\$26,339	\$19,421	\$28,335	\$29,629	\$26,114	\$26,140	\$25,448	\$27,950	\$33,165
2	\$18,806	\$27,538	\$20,299	\$29,627	\$30,986	\$32,333	\$27,332	\$26,641	\$29,254	\$34,709
3	\$19,616	\$28,740	\$21,179	\$30,921	\$32,340	\$28,500	\$28,526	\$27,834	\$30,558	\$36,251
4	\$20,428	\$29,941	\$22,055	\$32,218	\$33,697	\$29,694	\$29,719	\$29,028	\$31,860	\$37,793
5	\$21,237	\$31,143	\$22,933	\$33,513	\$35,052	\$30,886	\$30,912	\$30,219	\$33,162	\$39,333
6	\$22,045	\$32,345	\$23,812	\$34,811	\$36,406	\$32,079	\$32,105	\$31,413	\$34,467	\$40,875
7	\$22,856	\$33,546	\$24,691	\$36,105	\$37,761	\$33,273	\$33,298	\$32,606	\$35,775	\$42,419
8	\$23,665	\$34,746	\$25,566	\$37,399	\$39,115	\$34,466	\$34,492	\$33,799	\$37,077	\$43,963
9	\$24,473	\$35,950	\$26,445	\$38,696	\$40,056	\$42,163	\$35,683	\$34,991	\$38,381	\$45,504
10	\$25,287	\$37,150	\$27,357	\$39,991	\$41,827	\$43,567	\$36,877	\$36,185	\$39,686	\$47,047
STEP	L	M	N	O	P	R	S	T	U	
	@	@	@	@	@	@	@	@	@	
	3.25%	3.25%	3.25%	3.25%	3 25%	3.25%	3 25%	3.25%	3.25%	
1	\$24,593	\$33,165	\$10 08	\$18,035	\$16,297	\$19,397	\$29,926	\$14,152	\$20,266	
2	\$25,745	\$34,709	\$10.42	\$18,667	\$16,869	\$20,273	\$31,050	\$14,320	\$21,177	
3	\$26,896	\$36,251	\$10.79	\$19,302	\$17,439	\$21,151	\$32,174	\$14,484	\$22,102	
4	\$28,047	\$37,793	\$11 14	\$19,932	\$18,011	\$22,028	\$33,298	\$14,647	\$23,027	
5	\$29,195	\$39,333	\$11.49	\$20,564	\$18,580	\$22,909	\$34,424	\$14,813	\$23,952	
6	\$30,347	\$40,875	\$11 86	\$21,196	\$19,152	\$23,786	\$35,546		\$24,877	
7	\$31,496	\$42,419	\$12.24	\$21,831	\$19,723	\$24,664	\$36,670		\$25,788	
8	\$32,650	\$43,963	\$12.57	\$22,459	\$20,292	\$25,543	\$37,792		\$26,713	
9	\$33,799	\$45,504	\$12.93	\$23,095	\$20,865	\$26,417	\$38,916		\$27,355	
10	\$34,949	\$47,047	\$13.31	\$23,725	\$21,435	\$27,297	\$40,042		\$28,564	
11			\$13.62	\$24,360	\$22,006					
12			\$13.97	\$24,992	\$22,574					

Employees hired after February 1, shall not receive a step increment on the next July 1, but will receive an increment on the second July 1 following their date of hire (i.e., an employee must work at least five (5) months to receive an increment).

APPENDIX C

CSEA Salary Schedule 2010-11

YEAR 3 OF CONTRACT

STEP	A @ 3.50%	B @ 3.50%	C @ 3.50%	D @ 3.50%	E @ 3.50%	F @ 3.50%	G @ 3.50%	H @ 3.50%	J @ 3.50%	K @ 3.50%
1	\$18,629	\$27,261	\$20,101	\$29,327	\$30,666	\$32,008	\$27,055	\$26,339	\$28,928	\$34,326
2	\$19,464	\$28,502	\$21,009	\$30,664	\$32,071	\$33,465	\$28,289	\$27,573	\$30,278	\$35,924
3	\$20,303	\$29,746	\$21,920	\$32,003	\$33,472	\$29,497	\$29,524	\$28,808	\$31,628	\$37,520
4	\$21,143	\$30,989	\$22,827	\$33,346	\$34,876	\$30,733	\$30,759	\$30,044	\$32,975	\$39,116
5	\$21,980	\$32,233	\$23,736	\$34,686	\$36,279	\$37,824	\$31,994	\$31,277	\$34,323	\$40,710
6	\$22,817	\$33,477	\$24,645	\$36,029	\$37,680	\$33,201	\$33,229	\$32,512	\$35,673	\$42,306
7	\$23,656	\$34,720	\$25,555	\$37,369	\$39,083	\$34,437	\$34,463	\$33,747	\$37,027	\$43,904
8	\$24,493	\$35,962	\$26,461	\$38,708	\$40,484	\$42,186	\$35,699	\$34,982	\$38,375	\$45,502
9	\$25,330	\$37,208	\$27,371	\$40,050	\$41,458	\$43,639	\$36,932	\$36,216	\$39,724	\$47,097
10	\$26,172	\$38,450	\$28,314	\$41,391	\$43,291	\$45,092	\$38,168	\$37,451	\$41,075	\$48,694
STEP	L @ 3.50%	M @ 3.50%	N @ 3.50%	O @ 3.50%	P @ 3.50%	R @ 3.50%	S @ 3.50%	T @ 3.50%	U @ 3.50%	
1	\$25,454	\$34,326	\$10.43	\$18,666	\$16,867	\$20,076	\$30,973	\$14,647	\$20,975	
2	\$26,646	\$35,924	\$10.78	\$19,320	\$17,459	\$20,983	\$32,137	\$14,821	\$21,918	
3	\$27,837	\$37,520	\$11.17	\$19,978	\$18,049	\$21,891	\$33,300	\$14,991	\$22,876	
4	\$29,029	\$39,116	\$11.53	\$20,630	\$18,641	\$22,799	\$34,463	\$15,160	\$23,833	
5	\$30,217	\$40,710	\$11.89	\$21,284	\$19,230	\$23,711	\$35,629	\$15,331	\$24,790	
6	\$31,409	\$42,306	\$12.28	\$21,938	\$19,822	\$24,619	\$36,790		\$25,748	
7	\$32,598	\$43,904	\$12.67	\$22,595	\$20,413	\$25,527	\$37,953		\$26,691	
8	\$33,793	\$45,502	\$13.01	\$23,245	\$21,002	\$26,437	\$39,115		\$27,648	
9	\$34,982	\$47,097	\$13.38	\$23,903	\$21,595	\$27,342	\$40,278		\$28,312	
10	\$36,172	\$48,694	\$13.78	\$24,555	\$22,185	\$28,252	\$41,443		\$29,564	
11			\$14.10	\$25,213	\$22,776					
12			\$14.46	\$25,867	\$23,364					

Employees hired after February 1, shall not receive a step increment on the next July 1, but will receive an increment on the second July 1 following their date of hire (i.e., an employee must work at least five (5) months to receive an increment).

APPENDIX D

CSEA Salary Schedule 2011-12

YEAR 4 OF CONTRACT

STEP	A	B	C	D	E	F	G	H	J	K
	@	@	@	@	@	@	@	@	@	@
	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%
1	\$19,328	\$28,283	\$20,855	\$30,427	\$31,816	\$33,208	\$28,070	\$27,327	\$30,013	\$35,613
2	\$20,194	\$29,571	\$21,797	\$31,814	\$33,274	\$34,720	\$29,350	\$28,607	\$31,413	\$37,271
3	\$21,064	\$30,861	\$22,742	\$33,203	\$34,727	\$30,604	\$30,631	\$29,888	\$32,814	\$38,927
4	\$21,936	\$32,151	\$23,683	\$34,596	\$36,184	\$31,886	\$31,912	\$31,171	\$34,212	\$40,583
5	\$22,804	\$33,442	\$24,626	\$35,987	\$37,639	\$39,242	\$33,194	\$32,450	\$35,610	\$42,237
6	\$23,673	\$34,732	\$25,569	\$37,380	\$39,093	\$34,447	\$34,475	\$33,731	\$37,011	\$43,892
7	\$24,543	\$36,022	\$26,513	\$38,770	\$40,549	\$35,729	\$35,755	\$35,013	\$38,416	\$45,550
8	\$25,411	\$37,311	\$27,453	\$40,160	\$42,002	\$43,768	\$37,038	\$36,294	\$39,814	\$47,208
9	\$26,280	\$38,603	\$28,397	\$41,552	\$43,013	\$45,275	\$38,317	\$37,574	\$41,214	\$48,863
10	\$27,153	\$39,892	\$29,376	\$42,943	\$44,914	\$46,783	\$39,599	\$38,855	\$42,615	\$50,520
STEP	L	M	N	O	P	R	S	T	U	
	@	@	@	@	@	@	@	@	@	
	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	
1	\$26,409	\$35,613	\$10.82	\$19,366	\$17,500	\$20,829	\$32,134	\$15,196	\$21,762	
2	\$27,645	\$37,271	\$11.18	\$20,045	\$18,114	\$21,770	\$33,342	\$15,377	\$22,740	
3	\$28,881	\$38,927	\$11.59	\$20,727	\$18,726	\$22,712	\$34,549	\$15,553	\$23,734	
4	\$30,118	\$40,583	\$11.96	\$21,404	\$19,340	\$23,654	\$35,755	\$15,729	\$24,727	
5	\$31,350	\$42,237	\$12.34	\$22,082	\$19,951	\$24,600	\$36,965	\$15,906	\$25,720	
6	\$32,587	\$43,892	\$12.74	\$22,761	\$20,565	\$25,542	\$38,170		\$26,714	
7	\$33,820	\$45,550	\$13.15	\$23,442	\$21,178	\$26,484	\$39,376		\$27,692	
8	\$35,060	\$47,208	\$13.50	\$24,117	\$21,790	\$27,428	\$40,582		\$28,685	
9	\$36,294	\$48,863	\$13.88	\$24,799	\$22,405	\$28,367	\$41,788		\$29,374	
10	\$37,528	\$50,520	\$14.30	\$25,476	\$23,017	\$29,311	\$42,997		\$30,673	
11			\$14.63	\$26,158	\$23,630					
12			\$15.00	\$26,837	\$24,240					

Employees hired after February 1, shall not receive a step increment on the next July 1, but will receive an increment on the second July 1 following their date of hire (i.e., an employee must work at least five (5) months to receive an increment).

APPENDIX E

CSEA Salary Schedule 2012-13

YEAR 5 OF CONTRACT

STEP	A	B	C	D	E	F	G	H	J	K
	@	@	@	@	@	@	@	@	@	@
	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%
1	\$20,053	\$29,344	\$21,637	\$31,568	\$33,009	\$34,453	\$29,123	\$28,352	\$31,138	\$36,948
2	\$20,951	\$30,680	\$22,614	\$33,007	\$34,522	\$36,022	\$30,451	\$29,680	\$32,591	\$38,669
3	\$21,854	\$32,018	\$23,595	\$34,448	\$36,029	\$37,581	\$31,780	\$31,009	\$34,045	\$40,387
4	\$22,759	\$33,357	\$24,571	\$35,893	\$37,541	\$33,081	\$33,109	\$32,340	\$35,495	\$42,105
5	\$23,659	\$34,696	\$25,549	\$37,337	\$39,050	\$40,714	\$34,439	\$33,667	\$36,945	\$43,821
6	\$24,561	\$36,034	\$26,528	\$38,782	\$40,559	\$35,738	\$35,768	\$34,996	\$38,399	\$45,538
7	\$25,463	\$37,373	\$27,507	\$40,224	\$42,070	\$37,068	\$37,096	\$36,326	\$39,857	\$47,258
8	\$26,364	\$38,710	\$28,482	\$41,666	\$43,577	\$45,409	\$38,427	\$37,655	\$41,307	\$48,978
9	\$27,266	\$40,051	\$29,462	\$43,110	\$44,626	\$46,973	\$39,754	\$38,983	\$42,760	\$50,695
10	\$28,171	\$41,388	\$30,478	\$44,553	\$46,598	\$48,537	\$41,084	\$40,312	\$44,213	\$52,415

STEP	L	M	N	O	P	R	S	T	U
	@	@	@	@	@	@	@	@	@
	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%
1	\$27,399	\$36,948	\$11.23	\$20,092	\$18,156	\$21,610	\$33,339	\$15,766	\$22,578
2	\$28,682	\$38,669	\$11.60	\$20,797	\$18,793	\$22,586	\$34,592	\$15,954	\$23,593
3	\$29,964	\$40,387	\$12.02	\$21,504	\$19,428	\$23,564	\$35,845	\$16,136	\$24,624
4	\$31,247	\$42,105	\$12.41	\$22,207	\$20,065	\$24,541	\$37,096	\$16,319	\$25,654
5	\$32,526	\$43,821	\$12.80	\$22,910	\$20,699	\$25,523	\$38,351	\$16,502	\$26,685
6	\$33,809	\$45,538	\$13.22	\$23,615	\$21,336	\$26,500	\$39,601		\$27,716
7	\$35,088	\$47,258	\$13.64	\$24,321	\$21,972	\$27,477	\$40,853		\$28,730
8	\$36,375	\$48,978	\$14.00	\$25,021	\$22,607	\$28,457	\$42,104		\$29,761
9	\$37,655	\$50,695	\$14.40	\$25,729	\$23,245	\$29,431	\$43,355		\$30,776
10	\$38,935	\$52,415	\$14.84	\$26,431	\$23,880	\$30,410	\$44,609		\$31,823
11			\$15.18	\$27,139	\$24,516				
12			\$15.56	\$27,843	\$25,149				

Employees hired after February 1, shall not receive a step increment on the next July 1, but will receive an increment on the second July 1 following their date of hire (i.e., an employee must work at least five (5) months to receive an increment).


CSEA CONTRACT CORRECTIONS:

SCHEDULE “F” FOR 2009-2013

09-10	10-11	11-12	12-13
F	F	F	F
@	@	@	@
3.25%	3.50%	3.75%	3.75%
\$30,926	\$32,008	\$33,208	\$34,454
\$32,333	\$33,465	\$34,720	\$36,022
\$33,733	\$34,914	\$36,223	\$37,582
\$35,139	\$36,369	\$37,733	\$39,148
\$36,545	\$37,824	\$39,242	\$40,714
\$37,951	\$39,279	\$40,752	\$42,280
\$39,355	\$40,732	\$42,259	\$43,844
\$40,759	\$42,186	\$43,768	\$45,409
\$42,163	\$43,639	\$45,275	\$46,973
\$43,567	\$45,092	\$46,783	\$48,537

**South Colonie Central Schools
Transportation Department**

MEMORANDUM

To: All Drivers
From: Pete Tunny 
Date: April 23, 2008

Re: Article XXIV D.2.b., 6 (Driving Time)

This is to clarify the district's intention with regard to the change of language on driving time.

D.2.b. would read... Regular Drivers shall be paid on the basis of an 8 hour day. The drivers regular scheduled day shall not exceed 7 hours of driving time as determined by current transportation technology readings. Drivers additional work time shall be used for fueling, cleaning, pre-tripping of buses, paperwork and meetings.

D.6. would read... A driver may be assigned a special trip outside the driver's regular driving day. If the hours of the special trip overlap or extend his/her regular driving day, his/her allowance for the special trip will be the hours in excess of 7 hours. If the driver is assigned a special trip which does not overlap or extend the driver's regular day, a one (1) hour minimum will apply.

There will be no change in other standard operating procedures.

- i.e.
1. Regular Driver morning overtime will begin at 9:30 a.m. for extra trips
 2. Field Trip Driver overtime will begin at 1:30 p.m.
 3. Athletic Driver overtime will begin at 5:30 p.m. if team is shuttled and 6:15 p.m. if they take team
 4. Regular Driver overtime will begin at 4:30 p.m. for extra trips
 5. Late Activity Driver overtime will begin one (1) hour after normal run.

It is further understood that any questions or concerns with the above may be referred to the Labor Management Committee. Thank you.

Copy: Beverly Miller, Asst. Superintendent Mgt. Services
Dave Seaver, Human Resources Director
Fred Dittmer
Carol Hart
Linda Mosher, CSEA
Cathi Romano, CSEA